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**IN THE UNITED STATES DISTRICT COURT
 CENTRAL DISTRICT OF CALIFORNIA
 WESTERN DIVISION**

| | | |
|-------------------------------------|---|---------------------------------------|
| INTERDIGITAL, INC., <i>et al.</i> , |) | Case No. 2:25-cv-00895-WLH-BFM |
| |) | |
| Plaintiffs and |) | |
| Counterclaim- |) | PLAINTIFFS' ANSWER TO |
| Defendants, |) | DEFENDANTS' |
| |) | COUNTERCLAIMS |
| v. |) | |
| |) | |
| THE WALT DISNEY COMPANY, <i>et</i> |) | JURY TRIAL DEMANDED |
| <i>al.</i> , |) | |
| Defendants |) | |
| and |) | |
| Counterclaim- |) | |
| Plaintiffs. |) | |
| |) | |
| |) | |
| |) | |

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1 Plaintiffs InterDigital, Inc., InterDigital VC Holdings, Inc., InterDigital Madison
2 Patent Holdings, SAS, and InterDigital CE Patent Holdings, SAS (collectively,
3 “Plaintiffs” or “InterDigital”), hereby file this Answer to Defendants The Walt Disney
4 Company; Disney Media and Entertainment Distribution LLC; Disney DTC LLC;
5 Disney Streaming Services LLC; Disney Entertainment & Sports LLC; Disney
6 Platform Distribution, Inc.; BAMTech, LLC; Hulu, LLC; and ESPN, Inc. (collectively,
7 “Disney” or “Defendants”) Counterclaims, Dkt. 42 (“Counterclaims”). InterDigital
8 denies the allegations and characterizations in Disney’s Counterclaims unless expressly
9 admitted in the following paragraphs.¹

10 1. Paragraph 1 contains a statement for which no response is required. To
11 the extent that a response is required, InterDigital denies the allegations contained in
12 Paragraph 1.

13 2. InterDigital denies the allegations contained in Paragraph 2.

14 3. Paragraph 3 contains a statement for which no response is required. To
15 the extent that a response is required, InterDigital denies the allegations contained in
16 Paragraph 3.

17 4. Paragraph 4 contains a statement for which no response is required. To
18 the extent that a response is required, InterDigital denies the allegations contained in
19 Paragraph 4.

20 **PARTIES**

21 5. InterDigital admits that Counterclaim-Plaintiff The Walt Disney
22 Company has identified itself as a Delaware corporation with its principal place of
23 business at 500 South Buena Vista Street, Burbank, California 91521.

24 6. InterDigital admits that Counterclaim-Plaintiff Disney Media and
25 Entertainment Distribution LLC has identified itself as a Delaware limited liability
26 company with a principal place of business at 500 South Buena Vista Street, Burbank,
27 _____

28 ¹ To the extent any section header in Disney’s Counterclaims is construed as a factual
allegation, InterDigital denies any and all such allegations.

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1 California 91521.

2 7. InterDigital admits that Counterclaim-Plaintiff Disney DTC LLC has
3 identified itself as a Delaware limited liability company with a principal place of
4 business at 500 South Buena Vista Street, Burbank, California 91521.

5 8. InterDigital admits that Counterclaim-Plaintiff Disney Streaming
6 Services LLC has identified itself as a Delaware limited liability company with a
7 principal place of business at 500 South Buena Vista Street, Burbank, California 91521.

8 9. InterDigital admits that Counterclaim-Plaintiff Disney Entertainment &
9 Sports LLC has identified itself as a Delaware limited liability company with a principal
10 place of business at 500 South Buena Vista Street, Burbank, California 91521.

11 10. InterDigital admits that Counterclaim-Plaintiff Disney Platform
12 Distribution, Inc. has identified itself as a Delaware corporation with a principal place
13 of business at 500 South Buena Vista Street, Burbank, California 91521.

14 11. InterDigital admits that Counterclaim-Plaintiff BAMTech, LLC has
15 identified itself as a Delaware limited liability company with a principal place of
16 business at 1211 Avenue of the Americas, New York, New York 10036.

17 12. InterDigital admits that Counterclaim-Plaintiff Hulu, LLC has identified
18 itself as a Delaware limited liability company with a principal place of business at 2500
19 Broadway, Santa Monica, California 90404.

20 13. InterDigital admits that Counterclaim-Plaintiff ESPN, Inc. has identified
21 itself as a Delaware corporation with a principal place of business at ESPN Plaza,
22 Bristol, Connecticut 06010.

23 14. InterDigital admits that Counterclaim-Defendant InterDigital, Inc. is a
24 Pennsylvania corporation with its principal place of business at 200 Bellevue Parkway,
25 Suite 300, Wilmington, Delaware 19809.

26 15. InterDigital admits that Counterclaim-Defendant InterDigital VC
27 Holdings, Inc. is a Delaware corporation with its principal place of business at 200
28 Bellevue Parkway, Suite 300, Wilmington, Delaware 19809.

FACTUAL BACKGROUND

[Alleged] Industry Technical Standards

22. Paragraph 22 contains a statement for which no response is required. To the extent a response is required, InterDigital denies the remaining allegations as phrased in the aforementioned paragraph.

23. Paragraph 23 contains a statement for which no response is required. To the extent a response is required, InterDigital denies the remaining allegations as phrased in the aforementioned paragraph.

24. Paragraph 24 contains a statement for which no response is required. To the extent a response is required, InterDigital denies the remaining allegations as phrased in the aforementioned paragraph.

The [Alleged] H.264 and H.265 Standards

25. InterDigital denies the allegations contained in Paragraph 25.

26. InterDigital admits the allegations contained in Paragraph 26.

27. InterDigital admits the allegations contained in Paragraph 27.

28. InterDigital was unable to verify the accuracy of the quoted language in Paragraph 28, because the link cited does not provide the source material, and, on that basis, InterDigital denies the allegations contained in Paragraph 28.

29. InterDigital admits that the prior assignee of U.S. Patent No. 8,406,301 (“the ’301 Patent”), U.S. Patent No. 10,805,610 (“the ’610 Patent”); U.S. Patent No. 11,381,818 (“the ’818 Patent”), and U.S. Patent No. 8,085,297 (“the ’297 Patent”) was Thomson Licensing. InterDigital further admits that the prior assignee of U.S. Patent No. 9,185,268 (“the ’268 Patent”) was Thomson Licensing DTV (collectively, the “Asserted Patents”). InterDigital admits that Thomson Licensing was a member of the ITU and participated in the “early development of the standard that would become H.264.” InterDigital denies any remaining allegations contained in Paragraph 29.

30. The first three sentences of Paragraph 30 contain a statement for which no response is required. To the extent a response is required, InterDigital denies such

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Los Angeles, CA

1 allegations. As to the fourth sentence of Paragraph 30, InterDigital lacks information
2 regarding the alleged participation of “Thomson Licensing . . . in the JCTVC’s efforts
3 to develop the H.265 standard” and on that basis denies those allegations.

4 31. InterDigital admits that “[t]he H.264 and H.265 standards are [among]
5 the most popular methods of coding video content.” InterDigital lacks sufficient
6 knowledge or information on which to form a belief as to the remaining allegations of
7 Paragraph 31 and, on that basis, denies them.

8 **The [Alleged] Common Patent Policy and Guidelines**

9 32. InterDigital admits that the Guidelines for Implementation of the
10 Common Patent Policy for ITU-T/ITU-R/ISO/IEC Revision 1, effective April 23, 2012
11 (the “2012 Guidelines”) state “[t]he Guidelines for Implementation of the Common
12 Patent Policy for ITU-T/ITU-R/ISO/IEC are intended to clarify and facilitate
13 implementation of the Patent Policy.” InterDigital further admits that the Guidelines for
14 Implementation of the Common Patent Policy for ITU-T/ITU-R/ISO/IEC Revision 2,
15 effective June 26, 2015 (“2015 Guidelines”) state “[i]n doing so, greater efficiency in
16 standards development is possible and potential patent rights problems can be avoided.”
17 InterDigital denies all remaining allegations contained in Paragraph 32.

18 33. InterDigital admits that the 2012 Guidelines at Annex 1 and the 2015
19 Guidelines at Annex 1 state that recommendations and deliverables “ensure
20 compatibility of technologies and systems on a worldwide basis . . . which is in the
21 common interests of all those participating.” InterDigital further admits that the 2012
22 Guidelines at Annex 1 and the 2015 Guidelines at Annex 1 state that “a patent embodied
23 fully or partly . . . must be accessible to everybody without undue constraints. To meet
24 this requirement in general is the sole objective of the code of practice.” InterDigital
25 denies all remaining allegations contained in Paragraph 33.

26 34. InterDigital admits that the 2012 Guidelines at Annex 1 and the 2015
27 Guidelines at Annex 1 state “any party participating in the work of ITU, ISO or IEC
28 should, from the outset, draw the attention of the Director of ITU-TSB, the Director of

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Los Angeles, CA

1 ITU-BR, or the offices of the CEOs of ISO or IEC, respectively, to any known patent
2 or to any known pending patent application.” InterDigital further admits that the 2012
3 Guidelines at Annex 1 and the 2015 Guidelines at Annex 1 state “information as
4 referred to in paragraph 1 has been disclosed, three different situations may arise: (2.1)
5 The patent holder is willing to negotiate licences free of charge with other parties on a
6 non-discriminatory basis on reasonable terms and conditions (2.2) The patent
7 holder is willing to negotiate licences with other parties on a non-discriminatory basis
8 on reasonable terms and conditions (2.3) The patent holder is not willing to comply
9 with the provisions of either paragraph (2.1) or paragraph (2.2); in such case, the
10 Recommendation | Deliverable shall not include provisions depending on the patent.”
11 InterDigital denies all remaining allegations contained in Paragraph 34.

12 35. InterDigital admits that the 2012 Guidelines at Annex 1 and the 2015
13 Guidelines at Annex 1 state “[w]hatever case applies (2.1, 2.2 or 2.3), the patent holder
14 has to provide a written statement to be filed at ITU-TSB, ITU-BR or the offices of the
15 CEOs of ISO or IEC, respectively, using the appropriate ‘Patent Statement and
16 Licensing Declaration’ Form. This statement must not include additional provisions,
17 conditions, or any other exclusion clauses in excess of what is provided for each case
18 in the corresponding boxes of the form.” InterDigital denies all remaining allegations
19 contained in Paragraph 35.

20 36. InterDigital admits that the 2012 Guidelines at 2 and the 2015 Guidelines
21 at 2 state “any party not participating in Technical Bodies may draw the attention of the
22 Organizations to any known Patent, either their own and/or of any third-party.”
23 InterDigital admits that the 2012 Guidelines at 3 and the 2015 Guidelines at 3 state
24 “[t]he Patent Policy and these Guidelines also apply to any Patent disclosed or drawn
25 to the attention of the Organizations subsequent to the approval of a Recommendation
26 | Deliverable.” InterDigital denies all remaining allegations contained in Paragraph 36.

27 37. InterDigital admits that the 2012 Guidelines at 3 and the 2015 Guidelines
28 at 3 state “[t]he Declaration Form gives Patent Holders the means of making a licensing

1 declaration relative to rights in Patents required for implementation of a specific
2 Recommendation | Deliverable. Specifically, by submitting this Declaration Form the
3 submitting party declares its willingness to license (by selecting option 1 or 2 on the
4 Form) /or its unwillingness to license (by selecting option 3 on the Form), according to
5 the Patent Policy, Patents held by it and whose licence would be required to practice or
6 implement part(s) or all of a specific Recommendation | Deliverable.” InterDigital
7 further admits that the 2012 Guidelines and the 2015 Guidelines at 2 define “Patent” as
8 “those claims contained in and identified by patents, utility models and other similar
9 statutory rights based on inventions (including applications for any of these) solely to
10 the extent that any such claims are essential to the implementation of a
11 Recommendation | Deliverable.” InterDigital denies all remaining allegations contained
12 in Paragraph 37.

13 38. InterDigital admits that the 2012 Guidelines at 4 and the 2015 Guidelines
14 at 3-4 state the “licensing declaration contained in the Declaration Form remains in
15 force unless it is superseded by another Declaration Form containing more favourable
16 licensing terms and conditions from a licensee’s perspective.” InterDigital denies all
17 remaining allegations contained in Paragraph 38.

18 39. InterDigital admits that the 2012 Guidelines at 5 state “if the Patent
19 Holder specifically identified patents to ITU/ISO/IEC, then the Patent Holder shall have
20 the assignee or transferee agree to be bound by the same licensing commitment as the
21 Patent Holder for the same patent.” InterDigital denies all remaining allegations
22 contained in Paragraph 39.

23 40. InterDigital admits that the Declaration Form could create a contractual
24 basis for a third-party beneficiary, but only for those that meet the requirements of the
25 SSO declaration. InterDigital denies all remaining allegations contained in Paragraph
26 40.

27 **InterDigital’s [Alleged] RAND Obligations**

28 41. InterDigital denies the allegations contained in Paragraph 41. The

1 Asserted Claims are all encoder claims, which are not subject to a RAND commitment.

2 *This Action*

3 42. InterDigital denies the allegations contained in Paragraph 42. The
4 Asserted Claims are all encoder claims, which are not subject to a RAND commitment.

5 43. InterDigital admits that the '301, '610, and '818 Patents were previously
6 assigned to Thomson Licensing.

7 44. InterDigital admits that David W. Herring, Director, Licensing, on behalf
8 of Thomson Licensing, signed a "Patent Statement and Licensing Declaration for ITU-
9 T or ITU-R Recommendation | ISO or IEC Deliverable" on June 19, 2014. InterDigital
10 further admits that Thomson Licensing submitted this Declaration Form to the ITU,
11 ISO, and IEC. InterDigital denies all remaining allegations contained in Paragraph 44,
12 and specifically denies that the encoder claims asserted against Disney are subject to
13 RAND terms.

14 45. InterDigital admits that David W. Herring, Director, Licensing, on behalf
15 of Thomson Licensing, signed a "Patent Statement and Licensing Declaration for ITU-
16 T or ITU-R Recommendation | ISO or IEC Deliverable" on December 18, 2012.
17 InterDigital further admits that Thomson Licensing submitted this Declaration Form to
18 the ITU, ISO, and IEC. InterDigital denies all remaining allegations contained in
19 Paragraph 45, and specifically denies that the encoder claims asserted against Disney
20 are subject to RAND terms.

21 46. InterDigital admits that David W. Herring, Director of Licensing and
22 Patent Strategy, Intellectual Property & Licensing, on behalf of Thomson Licensing,
23 signed a "Patent Statement and Licensing Declaration for ITU-T or ITU-R
24 Recommendation | ISO or IEC Deliverable" on June 7, 2016. InterDigital further admits
25 that Thomson Licensing submitted this Declaration Form to the ITU, ISO, and IEC.
26 InterDigital denies all remaining allegations contained in Paragraph 46, and specifically
27 denies that the encoder claims asserted against Disney are subject to RAND terms.

28 47. To the extent that any claim of any of the Asserted Patents is found to be

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Los Angeles, CA

1 subject to a RAND commitment, InterDigital admits that it is bound by the
2 commitments Thomson Licensing made to offer licenses on RAND terms for any patent
3 claims that are actually essential to implementing the H.264 and H.265 standards.
4 InterDigital denies all remaining allegations contained in Paragraph 47.

5 48. InterDigital admits that Bradley Ditty, Vice President, Patents, on behalf
6 of InterDigital Video Technologies, Inc., signed a “Patent Statement and Licensing
7 Declaration for ITU-T or ITU-R Recommendation | ISO or IEC Deliverable” on August
8 24, 2020. InterDigital further admits that InterDigital submitted this Declaration Form
9 to the ITU, ISO, and IEC. InterDigital denies all remaining allegations contained in
10 Paragraph 48, and specifically denies that the encoder claims asserted against Disney
11 are subject to RAND terms.

12 49. InterDigital denies the allegations contained in Paragraph 49.

13 *The Brazilian Action*

14 50. InterDigital admits that on February 3, 2025, InterDigital VC Holdings,
15 Inc. filed a patent infringement action against Disney in Brazil asserting Brazilian
16 patents PI0305519-1 and PI0318825-6 (collectively, the “Brazilian Patents”).
17 InterDigital admits that the Brazilian Patents are in the same patent family as the ’301
18 Patent. InterDigital denies all remaining allegations contained in Paragraph 50.

19 51. InterDigital admits that David W. Herring, Director of Licensing, on
20 behalf of Thomson Licensing, signed a “Patent Statement and Licensing Declaration
21 for ITU-T or ITU-R Recommendation | ISO or IEC Deliverable” on December 18,
22 2012. InterDigital further admits that Thomson Licensing submitted this Declaration
23 Form to the ITU, ISO, and IEC. InterDigital denies all remaining allegations contained
24 in Paragraph 51, and specifically denies that the encoder claims asserted against Disney
25 are subject to RAND terms.

26 52. InterDigital denies the allegations contained in Paragraph 52.

27 *The UPC Actions*

28 53. InterDigital admits that on February 3, 2025, InterDigital VC Holdings,

1 Inc. filed a patent infringement action against Disney in the Unified Patent Court's
2 Mannheim Local Division asserting European Patent EP2465265. InterDigital further
3 admits that on February 3, 2025, InterDigital VC Holdings, Inc. filed a patent
4 infringement action against Disney in the Unified Patent Court's Düsseldorf Local
5 Division asserting European Patent EP2449782. InterDigital denies all remaining
6 allegations contained in Paragraph 53.

7 54. InterDigital admits that that David W. Herring, Director of Licensing and
8 Patent Strategy, on behalf of Thomson Licensing, signed a "Patent Statement and
9 Licensing Declaration for ITU-T or ITU-R Recommendation | ISO or IEC Deliverable"
10 on February 5, 2017. InterDigital further admits that Thomson Licensing submitted this
11 Declaration Form to the ITU, ISO, and IEC. InterDigital denies all remaining
12 allegations contained in Paragraph 54, and specifically denies that the encoder claims
13 asserted against Disney are subject to RAND terms.

14 55. InterDigital denies the allegations contained in Paragraph 55.

15 **InterDigital's [Alleged] Breach of Its Contractual Obligation to License Its**
16 **Identified Patents on the Promised Terms**

17 56. InterDigital denies the allegations contained in Paragraph 56.

18 57. InterDigital denies the allegations contained in Paragraph 57.

19 58. InterDigital admits that it filed this Action against Disney. InterDigital
20 further admits that InterDigital initiated patent infringement actions against Disney in
21 Germany, Brazil, the Unified Patent Court's Düsseldorf Local Division, and the Unified
22 Patent Court's Mannheim Local Division. InterDigital further admits that it has sought
23 an *ex parte* injunction against Disney in the Brazilian action. InterDigital denies all
24 remaining allegations contained in Paragraph 58.

25 59. InterDigital admits that it received a letter from Disney on February 19,
26 2025. InterDigital further admits that the February 19, 2025 letter states on pages 1-2,
27 "TWDC requests that InterDigital propose a license on a worldwide, non-
28 discriminatory basis and on reasonable terms and conditions consistent with ITU

1 RAND policies and Thomson’s (and InterDigital’s) commitments to the ITU.”
2 InterDigital admits that none of the Asserted Claims in the U.S., German, Brazilian,
3 and UPC cases are RAND encumbered. InterDigital admits that it made an economic
4 offer to Disney months prior to initiating any litigation. InterDigital admits that Disney
5 has never made a counteroffer, despite repeatedly requesting one. InterDigital denies
6 all remaining allegations contained in Paragraph 59.

7 60. InterDigital admits that none of the Asserted Claims in the U.S., German,
8 Brazilian, and UPC cases are RAND encumbered. InterDigital admits that it made an
9 economic offer to Disney months prior to initiating any litigation. InterDigital admits
10 that Disney has never made a counteroffer, despite repeatedly requesting one.
11 InterDigital admits that it sent a letter to Disney on February 28, 2025. InterDigital
12 further admits that the February 28, 2025 letter from InterDigital to Disney states on
13 page 2: “video encoding technology itself is not specified in the H.264/5 standards and
14 thus it is not RAND encumbered.” InterDigital denies all remaining allegations
15 contained in Paragraph 60.

16 **FIRST COUNTERCLAIM**

17 **(Breach of Contract)**

18 61. InterDigital restates and reincorporates by reference the entirety of the
19 foregoing paragraphs, as if fully set forth herein.

20 62. InterDigital denies the allegations contained in Paragraph 62, and
21 specifically denies that the encoder claims asserted against Disney are subject to RAND
22 terms.

23 63. InterDigital denies the allegations contained in Paragraph 63.

24 64. InterDigital denies the allegations contained in Paragraph 64, and
25 specifically denies that the encoder claims asserted against Disney are subject to RAND
26 terms.

27 65. InterDigital denies the allegations contained in Paragraph 65.

28 66. InterDigital denies the allegations contained in Paragraph 66.

67. InterDigital denies the allegations contained in Paragraph 67.

SECOND COUNTERCLAIM

(Promissory Estoppel)

68. InterDigital restates and reincorporates by reference the entirety of the foregoing paragraphs, as if fully set forth herein.

69. InterDigital denies the allegations contained in Paragraph 69.

70. InterDigital denies the allegations contained in Paragraph 70.

71. InterDigital denies the allegations contained in Paragraph 71.

72. InterDigital denies the allegations contained in Paragraph 72.

73. InterDigital denies the allegations contained in Paragraph 73.

74. InterDigital denies the allegations contained in Paragraph 74.

75. InterDigital denies the allegations contained in Paragraph 75.

THIRD COUNTERCLAIM

(Breach of Duty of Good Faith)

76. InterDigital restates and reincorporates by reference the entirety of the foregoing paragraphs, as if fully set forth herein.

77. InterDigital denies the allegations contained in Paragraph 77.

78. InterDigital denies the allegations contained in Paragraph 78.

79. InterDigital denies the allegations contained in Paragraph 79.

80. InterDigital denies the allegations contained in Paragraph 80.

81. InterDigital denies the allegations contained in Paragraph 81.

FOURTH COUNTERCLAIM

(Request for Declaratory Judgment that InterDigital has Not Complied with Its Obligations)

82. InterDigital restates and reincorporates by reference the entirety of the foregoing paragraphs, as if fully set forth herein.

83. InterDigital denies the allegations contained in Paragraph 83.

84. InterDigital denies the allegations contained in Paragraph 84.

McKool Smith, P.C.
Los Angeles, CA

85. InterDigital denies the allegations contained in Paragraph 85.

86. InterDigital denies the allegations contained in Paragraph 86.

87. This paragraph contains legal conclusions to which no response is required. To the extent a response is required, InterDigital denies the allegations contained in Paragraph 87.

88. InterDigital denies the allegations contained in Paragraph 88.

FIFTH COUNTERCLAIM

(Non-Infringement of the '301 Patent)

89. InterDigital restates and reincorporates by reference the entirety of the foregoing paragraphs, as if fully set forth herein.

90. InterDigital denies the allegations contained in Paragraph 90.

91. InterDigital admits that an actual controversy exists with respect to Disney's infringement of the '301 Patent. InterDigital denies the remaining allegations contained in Paragraph 91.

92. InterDigital denies the allegations contained in Paragraph 92.

93. InterDigital denies the allegations contained in Paragraph 93.

SIXTH COUNTERCLAIM

(Non-Infringement of the '610 Patent)

94. InterDigital restates and reincorporates by reference the entirety of the foregoing paragraphs, as if fully set forth herein.

95. InterDigital denies the allegations contained in Paragraph 95.

96. InterDigital admits that an actual controversy exists with respect to Disney's infringement of the '610 Patent. InterDigital denies the remaining allegations contained in Paragraph 96.

97. InterDigital denies the allegations contained in Paragraph 97.

98. InterDigital denies the allegations contained in Paragraph 98.

McKool Smith, P.C.
Los Angeles, CA

SEVENTH COUNTERCLAIM

(Non-Infringement of the '818 Patent)

99. InterDigital restates and reincorporates by reference the entirety of the foregoing paragraphs, as if fully set forth herein.

100. InterDigital denies the allegations contained in Paragraph 100.

101. InterDigital admits that an actual controversy exists with respect to Disney's infringement of the '818 Patent. InterDigital denies the remaining allegations contained in Paragraph 101.

102. InterDigital denies the allegations contained in Paragraph 102.

103. InterDigital denies the allegations contained in Paragraph 103.

EIGHTH COUNTERCLAIM

(Non-Infringement of the '268 Patent)

104. InterDigital restates and reincorporates by reference the entirety of the foregoing paragraphs, as if fully set forth herein.

105. InterDigital denies the allegations contained in Paragraph 105.

106. InterDigital admits that an actual controversy exists with respect to Disney's infringement of the '268 Patent. InterDigital denies the remaining allegations contained in Paragraph 106.

107. InterDigital denies the allegations contained in Paragraph 107.

108. InterDigital denies the allegations contained in Paragraph 108.

NINTH COUNTERCLAIM

(Non-Infringement of the '297 Patent)

109. InterDigital restates and reincorporates by reference the entirety of the foregoing paragraphs, as if fully set forth herein.

110. InterDigital denies the allegations contained in Paragraph 110.

111. InterDigital admits that an actual controversy exists with respect to Disney's infringement of the '297 Patent. InterDigital denies the remaining allegations contained in Paragraph 111.

McKool Smith, P.C.
Los Angeles, CA

1 112. InterDigital denies the allegations contained in Paragraph 112.

2 113. InterDigital denies the allegations contained in Paragraph 113.

3 **TENTH COUNTERCLAIM**

4 **(Invalidity of the '301 Patent)**

5 114. InterDigital restates and reincorporates by reference the entirety of the
6 foregoing paragraphs, as if fully set forth herein.

7 115. InterDigital denies the allegations contained in Paragraph 115.

8 116. InterDigital admits that an actual controversy exists with respect to
9 Disney's infringement of the '301 Patent. InterDigital denies the remaining allegations
10 contained in Paragraph 116.

11 117. InterDigital denies the allegations contained in Paragraph 117.

12 118. InterDigital denies the allegations contained in Paragraph 118.

13 **ELEVENTH COUNTERCLAIM**

14 **(Invalidity of the '610 Patent)**

15 119. InterDigital restates and reincorporates by reference the entirety of the
16 foregoing paragraphs, as if fully set forth herein.

17 120. InterDigital denies the allegations contained in Paragraph 120.

18 121. InterDigital admits that an actual controversy exists with respect to
19 Disney's infringement of the '610 Patent. InterDigital denies the remaining allegations
20 contained in Paragraph 121.

21 122. InterDigital denies the allegations contained in Paragraph 122.

22 123. InterDigital denies the allegations contained in Paragraph 123.

23 **TWELFTH COUNTERCLAIM**

24 **(Invalidity of the '818 Patent)**

25 124. InterDigital restates and reincorporates by reference the entirety of the
26 foregoing paragraphs, as if fully set forth herein.

27 125. InterDigital denies the allegations contained in Paragraph 125.

28 126. InterDigital admits that an actual controversy exists with respect to

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Los Angeles, CA

1 Disney's infringement of the '818 Patent. InterDigital denies the remaining allegations
2 contained in Paragraph 126.

3 127. InterDigital denies the allegations contained in Paragraph 127.

4 128. InterDigital denies the allegations contained in Paragraph 128.

5 **THIRTEENTH COUNTERCLAIM**

6 **(Invalidity of the '268 Patent)**

7 129. InterDigital restates and reincorporates by reference the entirety of the
8 foregoing paragraphs, as if fully set forth herein.

9 130. InterDigital denies the allegations contained in Paragraph 130.

10 131. InterDigital admits that an actual controversy exists with respect to
11 Disney's infringement of the '268 Patent. InterDigital denies the remaining allegations
12 contained in Paragraph 131.

13 132. InterDigital denies the allegations contained in Paragraph 132.

14 133. InterDigital denies the allegations contained in Paragraph 133.

15 **FOURTEENTH COUNTERCLAIM**

16 **(Invalidity of the '297 Patent)**

17 134. InterDigital restates and reincorporates by reference the entirety of the
18 foregoing paragraphs, as if fully set forth herein.

19 135. InterDigital denies the allegations contained in Paragraph 135.

20 136. InterDigital admits that an actual controversy exists with respect to
21 Disney's infringement of the '297 Patent. InterDigital denies the remaining allegations
22 contained in Paragraph 136.

23 137. InterDigital denies the allegations contained in Paragraph 137.

24 138. InterDigital denies the allegations contained in Paragraph 138.

25 **FIFTEENTH COUNTERCLAIM**

26 **(Request for Declaratory Judgment of Patent Exhaustion with Respect To The**
27 **'301 Patent)**

28 139. InterDigital restates and reincorporates by reference the entirety of the

McKool Smith, P.C.
Los Angeles, CA

1 foregoing paragraphs, as if fully set forth herein.

2 140. InterDigital admits that the website [https://www.apple.com/mac-](https://www.apple.com/mac-studio/specs/)
3 [studio/specs/](https://www.apple.com/mac-studio/specs/) lists “Hardware-accelerated H.264, HEVC” on the webpage for the Mac
4 Studio. InterDigital further admits that the website [https://www.apple.com/final-cut-](https://www.apple.com/final-cut-pro/compressor/)
5 [pro/compressor/](https://www.apple.com/final-cut-pro/compressor/) states “Quickly set up encoding jobs for a broad range of industry-
6 standard formats, including MPEG-2, H.264, HEVC, QuickTime, and MXF” on the
7 webpage for the Compressor. InterDigital denies the remaining allegations contained
8 in Paragraph 140.

9 141. InterDigital lacks sufficient knowledge or information on which to form a
10 belief as to the allegations of Paragraph 141 and, on that basis, denies them.

11 142. InterDigital admits it has entered into a license agreement with Apple.
12 Disney alleges “InterDigital’s patent rights regarding the ’301 Patent have been
13 exhausted,” or that Disney is “expressly licensed to the ’301 Patent” and/or “impliedly
14 licensed to the ’301 Patent” in its Counterclaims. Counterclaims ¶¶ 143, 149, 160.
15 InterDigital specifically denies these allegations. Moreover, Disney has admitted that it
16 uses open source (i.e., non-Apple) encoders with respect to each of the Accused
17 Instrumentalities. Dkt. 64-3 at 195-96 (Disney admitting that “Disney uses x264 and
18 x265 encoders in its Disney+ service” and that the “x264 encoder is an open-source
19 library developed by VideoLAN”). InterDigital specifically denies that any Disney
20 Accused Instrumentality is covered by the InterDigital/Apple license. InterDigital
21 denies the remaining allegations contained in Paragraph 142.

22 143. InterDigital lacks sufficient knowledge or information on which to form a
23 belief as to the allegations of Paragraph 143 and, on that basis, denies them.

24 144. InterDigital denies the allegations contained in Paragraph 144.

25 145. InterDigital admits that an actual controversy exists with respect to
26 Disney’s infringement of the ’301 Patent. InterDigital denies the remaining allegations
27 contained in Paragraph 145.

28 146. InterDigital denies the allegations contained in Paragraph 146.

SIXTEENTH COUNTERCLAIM

(Request for Declaratory Judgment of Express License with Respect To The '301 Patent)

147. InterDigital restates and reincorporates by reference the entirety of the foregoing paragraphs, as if fully set forth herein.

148. InterDigital admits it has entered into a license agreement with Apple. Disney alleges “InterDigital’s patent rights regarding the ’301 Patent have been exhausted,” or that Disney is “expressly licensed to the ’301 Patent” and/or “impliedly licensed to the ’301 Patent” in its Counterclaims. Counterclaims ¶¶ 143, 149, 160. InterDigital specifically denies these allegations. Moreover, Disney has admitted that it uses open source (i.e., non-Apple) encoders with respect to each of the Accused Instrumentalities. Dkt. 64-3 at 195-96 (Disney admitting that “Disney uses x264 and x265 encoders in its Disney+ service” and that the “x264 encoder is an open-source library developed by VideoLAN”). InterDigital specifically denies that any Disney Accused Instrumentality is covered by the InterDigital/Apple license. InterDigital denies the remaining allegations contained in Paragraph 148.

149. InterDigital lacks sufficient knowledge or information on which to form a belief as to Disney’s allegations regarding its alleged use of the Mac Studio computer and/or the Compressor software and, on that basis, denies them. InterDigital denies the remaining allegations contained in Paragraph 149.

150. InterDigital lacks sufficient knowledge or information on which to form a belief as to Disney’s allegations regarding its alleged use of an Apple computer and/or Apple software and, on that basis, denies them. InterDigital denies the remaining allegations contained in Paragraph 150.

151. InterDigital admits that an actual controversy exists with respect to Disney’s infringement of the ’301 Patent. InterDigital denies the remaining allegations contained in Paragraph 151.

152. InterDigital lacks sufficient knowledge or information on which to form a

McKool Smith, P.C.
Los Angeles, CA

1 belief as to Disney's allegations regarding its alleged use of the Mac Studio computer
2 and/or the Compressor software and, on that basis, denies them. InterDigital denies the
3 remaining allegations contained in Paragraph 152.

4 153. InterDigital admits it has entered into license agreements with third
5 parties, including Apple, Samsung, LG Electronics, and Lenovo. Disney alleges that
6 "Disney is expressly licensed to the '301 Patent" and/or "impliedly licensed to the '301
7 Patent" in its Counterclaims. Counterclaims ¶¶ 154, 165. InterDigital specifically
8 denies these allegations. Moreover, InterDigital specifically denies that any Disney
9 Accused Instrumentality is covered by InterDigital's license agreements with Samsung,
10 Lenovo, LG Electronics, or Apple. InterDigital denies the remaining allegations
11 contained in Paragraph 153.

12 154. InterDigital admits that the website
13 <https://www.samsung.com/ca/support/tv-audio-video/tv-watch-disney-plus/> opens to a
14 webpage titled "How to watch Disney+ on your Samsung Smart TV." InterDigital
15 admits it has entered into license agreements with third parties, including Apple,
16 Samsung, LG Electronics, and Lenovo. Disney alleges that "Disney is expressly
17 licensed to the '301 Patent" and/or "impliedly licensed to the '301 Patent" in its
18 Counterclaims. Counterclaims ¶¶ 154, 165. InterDigital specifically denies these
19 allegations. Moreover, InterDigital specifically denies that any Disney Accused
20 Instrumentality is covered by InterDigital's license agreements with Samsung, Lenovo,
21 LG Electronics, or Apple. InterDigital denies the remaining allegations contained in
22 Paragraph 154.

23 155. InterDigital denies the allegations contained in Paragraph 155.

24 156. InterDigital admits that an actual controversy exists with respect to
25 Disney's infringement of the '301 Patent. InterDigital denies the remaining allegations
26 contained in Paragraph 156.

27 157. InterDigital denies the allegations contained in Paragraph 157.
28

SEVENTEENTH COUNTERCLAIM

(Request for Declaratory Judgment of Implied License with Respect To The '301 Patent)

158. InterDigital restates and reincorporates by reference the entirety of the foregoing paragraphs, as if fully set forth herein.

159. InterDigital admits it has entered into a license agreement with Apple. Disney alleges “InterDigital’s patent rights regarding the ’301 Patent have been exhausted,” or that Disney is “expressly licensed to the ’301 Patent” and/or “impliedly licensed to the ’301 Patent” in its Counterclaims. Counterclaims ¶¶ 143, 149, 160. InterDigital specifically denies these allegations. Moreover, Disney has admitted that it uses open source (i.e., non-Apple) encoders with respect to each of the Accused Instrumentalities. Dkt. 64-3 at 195-96 (Disney admitting that “Disney uses x264 and x265 encoders in its Disney+ service” and that the “x264 encoder is an open-source library developed by VideoLAN”). InterDigital specifically denies that any Disney Accused Instrumentality is covered by the InterDigital/Apple license. InterDigital denies the remaining allegations contained in Paragraph 159.

160. InterDigital lacks sufficient knowledge or information on which to form a belief as to Disney’s allegations regarding its alleged use of the Mac Studio computer and/or the Compressor software and, on that basis, denies them. InterDigital denies the remaining allegations contained in Paragraph 160.

161. InterDigital lacks sufficient knowledge or information on which to form a belief as to Disney’s allegations regarding its alleged use of an Apple computer and/or Apple software and, on that basis, denies them. InterDigital denies the remaining allegations contained in Paragraph 161.

162. InterDigital admits that an actual controversy exists with respect to Disney’s infringement of the ’301 Patent. InterDigital denies the remaining allegations contained in Paragraph 162.

163. InterDigital lacks sufficient knowledge or information on which to form a

McKool Smith, P.C.
Los Angeles, CA

1 belief as to Disney's allegations regarding its alleged use of the Mac Studio computer
2 and/or the Compressor software and, on that basis, denies them. InterDigital denies the
3 remaining allegations contained in Paragraph 163.

4 164. InterDigital admits it has entered into license agreements with third
5 parties, including Apple, Samsung, LG Electronics, and Lenovo. Disney alleges that
6 "Disney is expressly licensed to the '301 Patent" and/or "impliedly licensed to the '301
7 Patent" in its Counterclaims. Counterclaims ¶¶ 154, 165. InterDigital specifically
8 denies these allegations. Moreover, InterDigital specifically denies that any Disney
9 Accused Instrumentality is covered by InterDigital's license agreements with Samsung,
10 Lenovo, LG Electronics, or Apple. InterDigital denies the remaining allegations
11 contained in Paragraph 164.

12 165. InterDigital admits that the website
13 <https://www.samsung.com/ca/support/tv-audio-video/tv-watch-disney-plus/> opens to a
14 webpage titled "How to watch Disney+ on your Samsung Smart TV." InterDigital
15 admits it has entered into license agreements with third parties, including Apple,
16 Samsung, LG Electronics, and Lenovo. Disney alleges that "Disney is expressly
17 licensed to the '301 Patent" and/or "impliedly licensed to the '301 Patent" in its
18 Counterclaims. Counterclaims ¶¶ 154, 165. InterDigital specifically denies these
19 allegations. Moreover, InterDigital specifically denies that any Disney Accused
20 Instrumentality is covered by InterDigital's license agreements with Samsung, Lenovo,
21 LG Electronics, or Apple. InterDigital denies the remaining allegations contained in
22 Paragraph 165.

23 166. InterDigital denies the allegations contained in Paragraph 166.

24 167. InterDigital admits that an actual controversy exists with respect to
25 Disney's infringement of the '301 Patent. InterDigital denies the remaining allegations
26 contained in Paragraph 167.

27 168. InterDigital denies the allegations contained in Paragraph 168.
28

EIGHTEENTH COUNTERCLAIM

(Request for Declaratory Judgment of Patent Exhaustion with Respect To The '610 Patent)

169. InterDigital restates and reincorporates by reference the entirety of the foregoing paragraphs, as if fully set forth herein.

170. InterDigital admits it has entered into a license agreement with Apple. Disney alleges “InterDigital’s patent rights regarding the ’610 Patent have been exhausted,” or that Disney is “expressly licensed to the ’610 Patent” and/or “impliedly licensed to the ’610 Patent” in its Counterclaims. Counterclaims ¶¶ 171, 177, 188. InterDigital specifically denies these allegations. Moreover, Disney has admitted that it uses open source (i.e., non-Apple) encoders with respect to each of the Accused Instrumentalities. Dkt. 64-3 at 195-96 (Disney admitting that “Disney uses x264 and x265 encoders in its Disney+ service” and that the “x264 encoder is an open-source library developed by VideoLAN”). InterDigital specifically denies that any Disney Accused Instrumentality is covered by the InterDigital/Apple license. InterDigital denies the remaining allegations contained in Paragraph 170.

171. InterDigital lacks sufficient knowledge or information on which to form a belief as to Disney’s allegations regarding its alleged use of the Mac Studio computer and/or the Compressor software and, on that basis, denies them. InterDigital denies the remaining allegations contained in Paragraph 171.

172. InterDigital lacks sufficient knowledge or information on which to form a belief as to Disney’s allegations regarding its alleged use of an Apple computer and/or Apple software and, on that basis, denies them. InterDigital denies the remaining allegations contained in Paragraph 172.

173. InterDigital admits that an actual controversy exists with respect to Disney’s infringement of the ’610 Patent. InterDigital denies the remaining allegations contained in Paragraph 173.

174. InterDigital lacks sufficient knowledge or information on which to form a

McKool Smith, P.C.
Los Angeles, CA

1 belief as to Disney's allegations regarding its alleged use of an Apple computer and/or
2 Apple software and, on that basis, denies them. InterDigital denies the remaining
3 allegations contained in Paragraph 174.

4 **NINETEENTH COUNTERCLAIM**

5 **(Request for Declaratory Judgment of Express License with Respect To The '610**
6 **Patent)**

7 175. InterDigital restates and reincorporates by reference the entirety of the
8 foregoing paragraphs, as if fully set forth herein.

9 176. InterDigital admits it has entered into a license agreement with Apple.
10 Disney alleges "InterDigital's patent rights regarding the '610 Patent have been
11 exhausted," or that Disney is "expressly licensed to the '610 Patent" and/or "impliedly
12 licensed to the '610 Patent" in its Counterclaims. Counterclaims ¶¶ 171, 177, 188.
13 InterDigital specifically denies these allegations. Moreover, Disney has admitted that it
14 uses open source (i.e., non-Apple) encoders with respect to each of the Accused
15 Instrumentalities. Dkt. 64-3 at 195-96 (Disney admitting that "Disney uses x264 and
16 x265 encoders in its Disney+ service" and that the "x264 encoder is an open-source
17 library developed by VideoLAN"). InterDigital specifically denies that any Disney
18 Accused Instrumentality is covered by the InterDigital/Apple license. InterDigital
19 denies the remaining allegations contained in Paragraph 176.

20 177. InterDigital lacks sufficient knowledge or information on which to form a
21 belief as to Disney's allegations regarding its alleged use of the Mac Studio Computer
22 and/or the Compressor software and, on that basis, denies them. InterDigital denies the
23 remaining allegations contained in Paragraph 177.

24 178. InterDigital lacks sufficient knowledge or information on which to form a
25 belief as to Disney's allegations regarding its alleged use of an Apple computer and/or
26 Apple software and, on that basis, denies them. InterDigital denies the remaining
27 allegations contained in Paragraph 178.

28 179. InterDigital admits that an actual controversy exists with respect to

McKool Smith, P.C.
Los Angeles, CA

1 Disney's infringement of the '610 Patent. InterDigital denies the remaining allegations
2 contained in Paragraph 179.

3 180. InterDigital lacks sufficient knowledge or information on which to form a
4 belief as to Disney's allegations regarding its alleged use of the Mac Studio computer
5 and/or the Compressor software and, on that basis, denies them. InterDigital denies the
6 remaining allegations contained in Paragraph 180.

7 181. InterDigital admits it has entered into license agreements with third
8 parties, including Apple, Samsung, LG Electronics, and Lenovo. Disney alleges that
9 "Disney is expressly licensed to the '610 Patent" and/or "impliedly licensed to the '610
10 Patent" in its Counterclaims. Counterclaims ¶¶ 182, 193. InterDigital specifically
11 denies these allegations. Moreover, InterDigital specifically denies that any Disney
12 Accused Instrumentality is covered by InterDigital's license agreements with Samsung,
13 Lenovo, LG Electronics, or Apple. InterDigital denies the remaining allegations
14 contained in Paragraph 181.

15 182. InterDigital admits that the website
16 <https://www.samsung.com/ca/support/tv-audio-video/tv-watch-disney-plus/> opens to a
17 webpage titled "How to watch Disney+ on your Samsung Smart TV." InterDigital
18 admits it has entered into license agreements with third parties, including Apple,
19 Samsung, LG Electronics, and Lenovo. Disney alleges that "Disney is expressly
20 licensed to the '610 Patent" and/or "impliedly licensed to the '610 Patent" in its
21 Counterclaims. Counterclaims ¶¶ 182, 193. InterDigital specifically denies these
22 allegations. Moreover, InterDigital specifically denies that any Disney Accused
23 Instrumentality is covered by InterDigital's license agreements with Samsung, Lenovo,
24 LG Electronics, or Apple. InterDigital denies the remaining allegations contained in
25 Paragraph 182.

26 183. InterDigital denies the allegations contained in Paragraph 183.

27 184. InterDigital admits that an actual controversy exists with respect to
28 Disney's infringement of the '610 Patent. InterDigital denies the remaining allegations

1 contained in Paragraph 184.

2 185. InterDigital denies the allegations contained in Paragraph 185.

3 **TWENTIETH COUNTERCLAIM**

4 **(Request for Declaratory Judgment of Implied License with Respect To The '610**
5 **Patent)**

6 186. InterDigital restates and reincorporates by reference the entirety of the
7 foregoing paragraphs, as if fully set forth herein.

8 187. InterDigital admits it has entered into a license agreement with Apple.
9 Disney alleges “InterDigital’s patent rights regarding the ’610 Patent have been
10 exhausted,” or that Disney is “expressly licensed to the ’610 Patent” and/or “impliedly
11 licensed to the ’610 Patent” in its Counterclaims. Counterclaims ¶¶ 171, 177, 188.
12 InterDigital specifically denies these allegations. Moreover, Disney has admitted that it
13 uses open source (i.e., non-Apple) encoders with respect to each of the Accused
14 Instrumentalities. Dkt. 64-3 at 195-96 (Disney admitting that “Disney uses x264 and
15 x265 encoders in its Disney+ service” and that the “x264 encoder is an open-source
16 library developed by VideoLAN”). InterDigital specifically denies that any Disney
17 Accused Instrumentality is covered by the InterDigital/Apple license. InterDigital
18 denies the remaining allegations contained in Paragraph 187.

19 188. InterDigital lacks sufficient knowledge or information on which to form a
20 belief as to Disney’s allegations regarding its alleged use of the Mac Studio computer
21 and/or the Compressor software and, on that basis, denies them. InterDigital denies the
22 remaining allegations contained in Paragraph 188.

23 189. InterDigital lacks sufficient knowledge or information on which to form a
24 belief as to Disney’s allegations regarding its alleged use of an Apple computer and/or
25 Apple software and, on that basis, denies them. InterDigital denies the remaining
26 allegations contained in Paragraph 189.

27 190. InterDigital admits that an actual controversy exists with respect to
28 Disney’s infringement of the ’610 Patent. InterDigital denies the remaining allegations

1 contained in Paragraph 190.

2 191. InterDigital lacks sufficient knowledge or information on which to form a
3 belief as to Disney's allegations regarding its alleged use of the Mac Studio computer
4 and/or the Compressor software and, on that basis, denies them. InterDigital denies the
5 remaining allegations contained in Paragraph 191.

6 192. InterDigital admits it has entered into license agreements with third
7 parties, including Apple, Samsung, LG Electronics, and Lenovo. Disney alleges that
8 "Disney is expressly licensed to the '610 Patent" and/or "impliedly licensed to the '610
9 Patent" in its Counterclaims. Counterclaims ¶¶ 182, 193. InterDigital specifically
10 denies these allegations. Moreover, InterDigital specifically denies that any Disney
11 Accused Instrumentality is covered by InterDigital's license agreements with Samsung,
12 Lenovo, LG Electronics, or Apple. InterDigital denies the remaining allegations
13 contained in Paragraph 192.

14 193. InterDigital admits that the website
15 <https://www.samsung.com/ca/support/tv-audio-video/tv-watch-disney-plus/> opens to a
16 webpage titled "How to watch Disney+ on your Samsung Smart TV." InterDigital
17 admits it has entered into license agreements with third parties, including Apple,
18 Samsung, LG Electronics, and Lenovo. Disney alleges that "Disney is expressly
19 licensed to the '610 Patent" and/or "impliedly licensed to the '610 Patent" in its
20 Counterclaims. Counterclaims ¶¶ 182, 193. InterDigital specifically denies these
21 allegations. Moreover, InterDigital specifically denies that any Disney Accused
22 Instrumentality is covered by InterDigital's license agreements with Samsung, Lenovo,
23 LG Electronics, or Apple. InterDigital denies the remaining allegations contained in
24 Paragraph 193.

25 194. InterDigital denies the allegations contained in Paragraph 194.

26 195. InterDigital admits that an actual controversy exists with respect to
27 Disney's infringement of the '610 Patent. InterDigital denies the remaining allegations
28 contained in Paragraph 195.

1 196. InterDigital denies the allegations contained in Paragraph 196.

2 **TWENTY-FIRST COUNTERCLAIM**

3 **(Request for Declaratory Judgment of Patent Exhaustion with Respect To The**
4 **'818 Patent)**

5 197. InterDigital restates and reincorporates by reference the entirety of the
6 foregoing paragraphs, as if fully set forth herein.

7 198. InterDigital admits it has entered into a license agreement with Apple.
8 Disney alleges “InterDigital’s patent rights regarding the ’818 Patent have been
9 exhausted,” or that Disney is “expressly licensed to the ’818 Patent” and/or “impliedly
10 licensed to the ’818 Patent” in its Counterclaims. Counterclaims ¶¶ 199, 205, 215.
11 InterDigital specifically denies these allegations. Moreover, Disney has admitted that it
12 uses open source (i.e., non-Apple) encoders with respect to each of the Accused
13 Instrumentalities. Dkt. 64-3 at 195-96 (Disney admitting that “Disney uses x264 and
14 x265 encoders in its Disney+ service” and that the “x264 encoder is an open-source
15 library developed by VideoLAN”). InterDigital specifically denies that any Disney
16 Accused Instrumentality is covered by the InterDigital/Apple license. InterDigital
17 denies the remaining allegations contained in Paragraph 198.

18 199. InterDigital lacks sufficient knowledge or information on which to form a
19 belief as to Disney’s allegations regarding its alleged use of the Mac Studio computer
20 and/or the Compressor software and, on that basis, denies them. InterDigital denies the
21 remaining allegations contained in Paragraph 199.

22 200. InterDigital lacks sufficient knowledge or information on which to form a
23 belief as to Disney’s allegations regarding its alleged use of an Apple computer and/or
24 Apple software and, on that basis, denies them. InterDigital denies the remaining
25 allegations contained in Paragraph 200.

26 201. InterDigital admits that an actual controversy exists with respect to
27 Disney’s infringement of the ’818 Patent. InterDigital denies the remaining allegations
28 contained in Paragraph 201.

1 202. InterDigital lacks sufficient knowledge or information on which to form a
2 belief as to Disney's allegations regarding its alleged use of an Apple computer and/or
3 Apple software and, on that basis, denies them. InterDigital denies the remaining
4 allegations contained in Paragraph 202.

5 **TWENTY-SECOND COUNTERCLAIM**

6 **(Request for Declaratory Judgment of Express License with Respect To The '818**
7 **Patent)**

8 203. InterDigital restates and reincorporates by reference the entirety of the
9 foregoing paragraphs, as if fully set forth herein.

10 204. InterDigital admits it has entered into a license agreement with Apple.
11 Disney alleges "InterDigital's patent rights regarding the '818 Patent have been
12 exhausted," or that Disney is "expressly licensed to the '818 Patent" and/or "impliedly
13 licensed to the '818 Patent" in its Counterclaims. Counterclaims ¶¶ 199, 205, 215.
14 InterDigital specifically denies these allegations. Moreover, Disney has admitted that it
15 uses open source (i.e., non-Apple) encoders with respect to each of the Accused
16 Instrumentalities. Dkt. 64-3 at 195-96 (Disney admitting that "Disney uses x264 and
17 x265 encoders in its Disney+ service" and that the "x264 encoder is an open-source
18 library developed by VideoLAN"). InterDigital specifically denies that any Disney
19 Accused Instrumentality is covered by the InterDigital/Apple license. InterDigital
20 denies the remaining allegations contained in Paragraph 204.

21 205. InterDigital lacks sufficient knowledge or information on which to form a
22 belief as to Disney's allegations regarding its alleged use of the Mac Studio computer
23 and/or the Compressor software and, on that basis, denies them. InterDigital denies the
24 remaining allegations contained in Paragraph 205.

25 206. InterDigital lacks sufficient knowledge or information on which to form a
26 belief as to Disney's allegations regarding its alleged use of an Apple computer and/or
27 Apple software and, on that basis, denies them. InterDigital denies the remaining
28 allegations contained in Paragraph 206.

1 207. InterDigital admits that an actual controversy exists with respect to
2 Disney's infringement of the '818 Patent. InterDigital denies the remaining allegations
3 contained in Paragraph 207.

4 208. InterDigital lacks sufficient knowledge or information on which to form a
5 belief as to Disney's allegations regarding its alleged use of an Apple computer and/or
6 Apple software and, on that basis, denies them. InterDigital denies the remaining
7 allegations contained in Paragraph 208.

8 209. InterDigital admits it has entered into license agreements with third
9 parties, including Apple, Samsung, LG Electronics, and Lenovo. Disney alleges that
10 "Disney is expressly licensed to the '818 Patent" and/or "impliedly licensed to the '818
11 Patent" in its Counterclaims. Counterclaims ¶¶ 210, 221. InterDigital specifically
12 denies these allegations. Moreover, InterDigital specifically denies that any Disney
13 Accused Instrumentality is covered by InterDigital's license agreements with Samsung,
14 Lenovo, LG Electronics, or Apple. InterDigital denies the remaining allegations
15 contained in Paragraph 209.

16 210. InterDigital admits that the website
17 <https://www.samsung.com/ca/support/tv-audio-video/tv-watch-disney-plus/> opens to a
18 webpage titled "How to watch Disney+ on your Samsung Smart TV." InterDigital
19 admits it has entered into license agreements with third parties, including Apple,
20 Samsung, LG Electronics, and Lenovo. Disney alleges that "Disney is expressly
21 licensed to the '818 Patent" and/or "impliedly licensed to the '818 Patent" in its
22 Counterclaims. Counterclaims ¶¶ 210, 221. InterDigital specifically denies these
23 allegations. Moreover, InterDigital specifically denies that any Disney Accused
24 Instrumentality is covered by InterDigital's license agreements with Samsung, Lenovo,
25 LG Electronics, or Apple. InterDigital denies the remaining allegations contained in
26 Paragraph 210.

27 211. InterDigital denies the allegations contained in Paragraph 211.

28 212. InterDigital admits that an actual controversy exists with respect to

1 Disney's infringement of the '818 Patent. InterDigital denies the remaining allegations
2 contained in Paragraph 212.

3 213. InterDigital denies the allegations contained in Paragraph 213.

4 **TWENTY-THIRD COUNTERCLAIM**

5 **(Request for Declaratory Judgment of Implied License with Respect To The '818**
6 **Patent)**

7 214. InterDigital restates and reincorporates by reference the entirety of the
8 foregoing paragraphs, as if fully set forth herein.

9 215. InterDigital admits it has entered into a license agreement with Apple.
10 Disney alleges "InterDigital's patent rights regarding the '818 Patent have been
11 exhausted," or that Disney is "expressly licensed to the '818 Patent" and/or "impliedly
12 licensed to the '818 Patent" in its Counterclaims. Counterclaims ¶¶ 199, 205, 215.
13 InterDigital specifically denies these allegations. Moreover, Disney has admitted that it
14 uses open source (i.e., non-Apple) encoders with respect to each of the Accused
15 Instrumentalities. Dkt. 64-3 at 195-96 (Disney admitting that "Disney uses x264 and
16 x265 encoders in its Disney+ service" and that the "x264 encoder is an open-source
17 library developed by VideoLAN"). InterDigital specifically denies that any Disney
18 Accused Instrumentality is covered by the InterDigital/Apple license. InterDigital
19 denies the remaining allegations contained in Paragraph 215.

20 216. InterDigital lacks sufficient knowledge or information on which to form a
21 belief as to Disney's allegations regarding its alleged use of the Mac Studio computer
22 and/or the Compressor software and, on that basis, denies them. InterDigital denies the
23 remaining allegations contained in Paragraph 216.

24 217. InterDigital lacks sufficient knowledge or information on which to form a
25 belief as to Disney's allegations regarding its alleged use of an Apple computer and/or
26 Apple software and, on that basis, denies them. InterDigital denies the remaining
27 allegations contained in Paragraph 217.

28 218. InterDigital admits that an actual controversy exists with respect to

McKool Smith, P.C.
Los Angeles, CA

1 Disney's infringement of the '818 Patent. InterDigital denies the remaining allegations
2 contained in Paragraph 218.

3 219. InterDigital lacks sufficient knowledge or information on which to form a
4 belief as to Disney's allegations regarding its alleged use of an Apple computer and/or
5 Apple software and, on that basis, denies them. InterDigital denies the remaining
6 allegations contained in Paragraph 219.

7 220. InterDigital admits it has entered into license agreements with third
8 parties, including Apple, Samsung, LG Electronics, and Lenovo. Disney alleges that
9 "Disney is expressly licensed to the '818 Patent" and/or "impliedly licensed to the '818
10 Patent" in its Counterclaims. Counterclaims ¶¶ 210, 221. InterDigital specifically
11 denies these allegations. Moreover, InterDigital specifically denies that any Disney
12 Accused Instrumentality is covered by InterDigital's license agreements with Samsung,
13 Lenovo, LG Electronics, or Apple. InterDigital denies the remaining allegations
14 contained in Paragraph 220.

15 221. InterDigital admits that the website
16 <https://www.samsung.com/ca/support/tv-audio-video/tv-watch-disney-plus/> opens to a
17 webpage titled "How to watch Disney+ on your Samsung Smart TV." InterDigital
18 admits it has entered into license agreements with third parties, including Apple,
19 Samsung, LG Electronics, and Lenovo. Disney alleges that "Disney is expressly
20 licensed to the '818 Patent" and/or "impliedly licensed to the '818 Patent" in its
21 Counterclaims. Counterclaims ¶¶ 210, 221. InterDigital specifically denies these
22 allegations. Moreover, InterDigital specifically denies that any Disney Accused
23 Instrumentality is covered by InterDigital's license agreements with Samsung, Lenovo,
24 LG Electronics, or Apple. InterDigital denies the remaining allegations contained in
25 Paragraph 221.

26 222. InterDigital denies the allegations contained in Paragraph 222.

27 223. InterDigital admits that an actual controversy exists with respect to
28 Disney's infringement of the '818 Patent. InterDigital denies the remaining allegations

1 contained in Paragraph 223.

2 224. InterDigital denies the allegations contained in Paragraph 224.

3 **PRAYER FOR RELIEF**

4 These paragraphs set forth the statement of relief requested by Disney to which
5 no response is required. InterDigital denies that Disney is entitled to any relief and
6 specifically denies all allegations contained in Disney's prayer for relief.

7 **DENIAL OF ANY REMAINING ALLEGATIONS**

8 To the extent that any specific allegations are not admitted or denied herein,
9 InterDigital denies any remaining allegations in Disney's Counterclaims.

10
11 Dated: June 11, 2025

Respectfully submitted,

12 /s/ Richard A. Kamprath

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